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17 *Attorneys for Defendant*

18 **FUJITSU MICROELECTRONICS AMERICA, INC.**

19
20 IN THE UNITED STATES DISTRICT COURT

21 DISTRICT OF GUAM

22 **NANYA TECHNOLOGY CORP. and**
23 **NANYA TECHNOLOGY CORP. U.S.A.,**

24 Plaintiff,

25 vs.

26 **FUJITSU LIMITED, FUJITSU**
27 **MICROELECTRONICS AMERICA, INC.,**

28 Defendants.

CIVIL CASE NO. 06-CV-00025

**FMA'S OPPOSITION TO PLAINTIFFS'
MOTION TO COMPEL SUBSTANTIVE
RESPONSES TO PLAINTIFFS' FIRST
REQUESTS FOR PRODUCTION**

(ORAL ARGUMENT REQUESTED)

FILED
DISTRICT COURT OF GUAM
FEB 23 2007
MARY L.M. MORAN
CLERK OF COURT

Defendant Fujitsu Microelectronics America, Inc. ("FMA") hereby opposes Plaintiffs' Motion to Compel Substantive Responses to Plaintiffs' First Requests for Production to Defendant Fujitsu Microelectronics America, Inc. ("Motion"). Plaintiffs' current Motion should be denied because: (1) in violation of local rules requiring a meet and confer, Plaintiffs filed a previous motion to compel for this exact set of Requests for Production, which has not been withdrawn or reconciled with the current Motion; (2) in filing their current Motion, Plaintiffs again failed to comply with this Court's local rules; (3) FMA's specific objections were perfectly appropriate and FMA is producing documents subject to its objections; and (4) the parties reached agreement on definitions in a meet and confer but then Plaintiffs reneged by belatedly attempting to add another, expansive definition to their Requests more than a month and a half after serving them.

I. FACTUAL BACKGROUND

Plaintiffs served their Requests on December 14, 2006, reciting one hundred and forty-seven (147) separate requests covering a litany of products that seemingly encompass virtually every electronic device sold on Guam. FMA served its Responses and Objections to Plaintiff's Requests ("Responses") on January 16, 2007 appropriately detailing its objections to the Requests, including, *inter alia*, that the Requests were untimely, overly broad, and unduly burdensome, as well as providing specific objections for each individual request. (*See* Exh. A to Motion).

On January 17, 2007, without a meet and confer and indeed before even receiving FMA's Responses (which had been served by mail), Plaintiffs filed their first Motion to Compel Substantive Responses to Plaintiffs' Discovery Requests ("First Motion"). (*See* Dkt. No. 113). On February 1, 2007, FMA filed its Opposition to the First Motion. (*See* Dkt. No. 130).

On February 6, 2007, the parties conducted a meet and confer attempting to address the substance of Plaintiffs' Requests and FMA's Responses. At the same meet and confer, the parties also discussed the terms of a stipulated protective order to protect the confidential information that both sides will ultimately produce in this case. Agreement was reached on a number of issues.

1 During the February 6 meet and confer, the parties discussed the meaning of the phrase
2 “computer memory chip” that appears in the definition of “dynamic memory chip” contained in
3 the Requests, and which defines the scope of the FMA products that will be covered by the
4 Requests. FMA asserted that the common meaning of “computer memory chip” was that it was
5 limited to chips that are primarily “memory” products. Plaintiffs, on the other hand, argued that
6 “computer memory chip” covers all computer chips that contain any memory, even if the memory
7 was a small part of the chip. At the end of the conference, Plaintiffs stated that they would
8 provide a “clarification” of the meaning of this phrase. This was apparently the only remaining
9 issue of contention with the parties concerning the Requests. When FMA offered to discuss the
10 substance of the remainder of the objections in its Response, Plaintiffs declined.

11 On the next day, Plaintiffs proposed a new definition of “dynamic memory chip” which
12 was substantially broader than that contained in its original Requests. (*See* Exh. A hereto). FMA
13 promptly informed Plaintiffs that it could not accept this entirely new definition, but offered to
14 allow Plaintiffs to effectively remove the word “memory” from the definition such that instead of
15 being limited to “computer memory chips” the Requests would cover all “computer chips” that
16 otherwise met the definition. (*See* Exh. B hereto). FMA made this offer in the spirit of
17 cooperation and in an effort to move this case forward. Indeed, Plaintiffs apparently agreed and
18 promptly accepted FMA’s offer. (*See* Exh. C hereto). Thus, at this point, the parties had no
19 disagreement concerning the Requests.

20 However, Plaintiffs apparently later had some regrets about using the term “Dynamic
21 Access Memory” or “DRAM” in their original Requests and sent a further revised definition to
22 FMA, in essence trying to further retroactively redefine the scope of the Requests. (*See* Exh. D
23 hereto). FMA objected to this additional after-the-fact introduction of a new and substantially
24 broader definition. (*See* Exh. E hereto).

25 Plaintiffs then filed this Motion without withdrawing or reconciling their First Motion.
26 Plaintiffs’ new Motion also ignored the fact that the parties had come to substantial agreement
27 concerning the general scope of the requests other than the redefined term and that FMA had
28 agreed to produce responsive documents, subject to FMA’s objections. (*See* Dkt. No. 148).

1 Meanwhile, the parties continued to negotiate the terms of a protective order and a
 2 Stipulated Protective Order has now been agreed. (*See* Dkt. 157) With a Protective Order in
 3 place, FMA will begin the production of documents responsive to the Requests as agreed by the
 4 parties.

5 **II. PLAINTIFFS HAVE DUELING MOTIONS ON THE SAME ISSUE**

6 Plaintiffs already have pending their First Motion to compel for this exact set of Requests
 7 for Production.¹ Plaintiffs filed their First Motion without a meet and confer, in violation of local
 8 rules. Plaintiffs' First Motion now appears to be moot in view of subsequent meet and confer
 9 agreements, but it is unclear because Plaintiffs have made no attempt to reconcile their First
 10 Motion with their current Motion. If Plaintiffs were going to file another motion, they should
 11 have withdrawn the first and consolidated any remaining issues in the second. Instead they left it
 12 to FMA and the Court to sort it all out. That alone is reason enough to warrant denial of
 13 Plaintiffs' current Motion. Plaintiffs' "shoot first, ask questions later" (*i.e.*, file first, meet and
 14 confer later) approach is a waste of time and resources for all concerned.

15 **III. PLAINTIFFS' MOTION VIOLATES THIS COURT'S LOCAL RULES**

16 During the meet and confer that occurred on February 6, 2007, FMA specifically offered
 17 to go through each of its individual objections from the Responses and explain the basis for each
 18 objection so that the parties could discuss the merits of each objection. Plaintiffs' counsel,
 19 however, declined to discuss the individual objections. Local Rule 37.1 requires:

20 (a) Prior to the filing of any motion relating to a discovery dispute, counsel for the parties
 21 shall meet in person in a good faith effort to eliminate the necessity for hearing the motion
 22 or to eliminate as many of the disputes as possible. It shall be the responsibility of counsel
 for the moving party to arrange for the conference.

23 (b) If counsel are unable to settle their differences, they shall formulate a written
 24 stipulation specifying separately and with particularity each issue that remains to be
 25 determined at the hearing and the contentions and points and authorities of each party. The
 stipulation shall not refer the Court to other documents in the file.

26
 27
 28 ¹ *See* Plaintiff's First Request for Production of Documents to Defendant Fujitsu
 Microelectronics America, Inc. ("Requests") (Exh. B to Dkt. No. 113).

1 Despite FMA's attempt to confer on the scope of the Requests and their objections as is
 2 required by Local Rule 37.1 and Fed. R. Civ. P. 37, Plaintiffs were unwilling to discuss these
 3 matters in good faith. Plaintiffs' filing of this Motion, attacking the merits of the individual
 4 objections, after declining to even discuss the individual objections with counsel for FMA, is a
 5 clear violation of this Court's Local Rule 37.1. In fact, Plaintiffs' Motion clearly omitted "a
 6 written stipulation specifying separately and with particularity each issue that remains" between
 7 the parties that they are unable to settle. Plaintiffs were unwilling to discuss these matters in an
 8 attempt to resolve them, preferring instead to file this Motion.

9 While Plaintiffs may believe it unnecessary, a good faith meet and confer is essential to
 10 conserving judicial resources. *Morris v. McGrath*, No. C-04-3142, 2006 WL 870965, *1
 11 (N.D. Cal. Apr. 3, 2006). This requirement is "more than just a 'formalistic prerequisite' to
 12 judicial resolution of a discovery dispute," but rather requires a "'sincere effort' where both
 13 parties presented the merits of their respective positions and meaningfully assessed the relative
 14 strengths of each." *Shuffle Master v. Progressive Games*, 170 F.R.D. 166, 172 (D. Nev. 1996)
 15 (citation omitted) (denying patent holder's motion to compel in part for failure to confer or
 16 attempt to confer in good faith in an effort to resolve matters as required by the court's local rules
 17 and Fed. R. Civ. P. 37(A)(2)(B)). Rather than require this Court to become the "overseer of all
 18 discovery," Plaintiffs should have at the very least attempted to discuss their issues with FMA's
 19 Responses in an effort to eliminate at least some of Plaintiffs issues listed in the Motion. *Morris*,
 20 2006 WL 870965 at *1.

21 **IV. FMA'S SPECIFIC OBJECTIONS WERE APPROPRIATE**

22 Plaintiffs' Motion contains page after page of argument attacking the specific objections
 23 contained in FMA's responses. Plaintiffs' contentions are unfounded. For example, Plaintiffs
 24 contend that it was "particularly egregious" for FMA to object to "common terms" such as "fax
 25 machine" as being vague and ambiguous. (Motion at 3.) But common terms can be ambiguous²

26 ² For example, a common computer has the ability to create documents and send them
 27 over phone lines as facsimile images. Similarly, such a computer can receive and view facsimile
 28 images and cause them to be printed using a standard printer. It is not at all clear whether
 Plaintiffs would consider such a device to be a "fax machine." Similarly, the average cell phone
 can now take pictures, play music, and receive e-mail. The lines between many products are

1 and, in the context of Nanya's Requests, such terms *were* vague and ambiguous. It was entirely
 2 appropriate for FMA to object. But in any event, the details of many of FMA's objections and
 3 responses are no longer relevant in view of the parties' agreement to produce responsive
 4 documents subject to FMA's objections.

5 FMA's Responses and objections were reasonable and necessary given the sheer breadth
 6 and ambiguity of Plaintiffs' Requests. If Plaintiffs disagreed with one or more of FMA's
 7 objections, they were provided ample opportunity to discuss their disagreements and yet elected
 8 not to, preferring instead to file yet another unnecessary motion.

9 **V. THE PARTIES AGREED ON FMA'S PRODUCTION OF DOCUMENTS AND**
 10 **THEN NANYA RENEGED**

11 As noted above, the parties conducted a meet and confer concerning the Requests and
 12 came to an agreement, as evidenced by the e-mail from Nanya's counsel.³ (*See* Exh. C hereto).
 13 As a result of this meet and confer, the parties agreed that, following entry of the Protective
 14 Order, FMA would begin producing responsive documents. (*See, e.g.*, Dkt. 148).

15 But then Nanya reneged on this agreement, setting up the only "disagreement" and the
 16 apparent reason for this Motion. Specifically, Nanya sought to continue adding definitions to the
 17 Requests long after they were served, and after the parties had reached an agreement on FMA's
 18 document production. Plaintiffs are effectively attempting to compel further responses based on a
 19 definition that was not even contained in the original Requests. Plaintiffs have offered no support
 20 for such relief. Furthermore, apparently realizing the weakness in this tactic, Plaintiffs have
 21 essentially re-served their "jurisdictional" discovery requests with new definitions of the covered
 22 products. (*See* Exh. F hereto).

23 Plaintiffs' generalized allegation that FMA is unwilling "to participate in any discovery in
 24 Guam" (Motion at 4) is untrue and ignores, among other things, the agreements made at the meet
 25 and confer, as confirmed by the e-mail from Nanya's Counsel (*See* Exh. C hereto), and FMA's
 26 blurring and definitions are important to avoid uncertainty and assure appropriate responses to
 27 such requests.

28 ³ FMA notes that the e-mail from Nanya's counsel states that "[a]s long as ALL versions
 of DRAM are included, this is acceptable and appreciated". (Exh. C). In fact, FMA is collecting
 and producing documents, subject to its objections, relating to all versions of DRAM.

1 agreement to begin production subject to its objections. (*See* Dkt. 148). Plaintiffs also falsely
2 allege that “FMA has refused to permit Plaintiffs to depose individuals.” (Motion at 4). Plaintiffs
3 have requested the deposition of only one individual from FMA, Mr. Michael Moore. FMA
4 agreed to produce Mr. Moore for deposition on February 27, 2007, and the parties later agreed to
5 reschedule the deposition. (*See* Dkt. 148). There are numerous other accusations contained in
6 Plaintiffs’ Motion, which will not be addressed in detail herein as they are simply not relevant.

7 There is no legitimate dispute concerning the Requests that were actually served by
8 Plaintiffs, as opposed to the Requests that they wish they had served. Any further disputes with
9 respect to definitions are only a result of Plaintiffs reneging on an agreement reached in the meet
10 and confer. Plaintiffs’ Motion therefore should be denied.

11 **VI. CONCLUSION**

12 Plaintiffs’ Motion failed to comply with the local rules and failed to address the parties’
13 previous agreements. FMA’s objections were perfectly reasonable, and any other differences
14 among the parties are solely the result of Plaintiffs reneging on meet and confer agreements.
15 Accordingly, FMA respectfully requests that Plaintiffs’ Motion be denied in its entirety.

16 Respectfully submitted this 23rd day of February, 2007.

17 **CALVO & CLARK, LLP**
18 **MILBANK, TWEED, HADLEY**
19 **& MCCLOY LLP**
 Attorneys for Defendant
 Fujitsu Microelectronics America, Inc.

20
21 By: 

22 **DANIEL M. BENJAMIN**

EXHIBIT A

SHORECHAN BRAGALONE_{LLP}

Martin Pascual
325 N. St. Paul Street, Suite 4450
Dallas, Texas 75201
214-593-9118 Telephone
214-593-9111 Facsimile
mpascual@shorechan.com

February 6, 2007

VIA EMAIL


Michael Murray, Esq.
Milbank, Tweed, Hadley & McCloy, LLP
1 Chase Manhattan Plaza
New York, NY 10005

Re: *Nanya Technology Corp., et al. v. Fujitsu Limited, et al.*
(No. 06-CV-00025, in the U.S. District Court, District of Guam)

Dear Michael:

Based on our telephone conference today, we are sending you a revised definition of the term "dynamic memory chip" to clarify and assist you in understanding the scope of the term in Plaintiffs' document requests to Defendants. The term "dynamic memory chip" signifies "any and all devices, products, and tangible things that include memory as a component, including but not limited to microcontrollers, processors, sensors, and integrated circuits."

Regards,



Martin Pascual

cc: Daniel Benjamin (via email)
Rodney Jacob (via email)
Joseph Razzano (via email)
Judge John Unpingco (via email)

EXHIBIT B

MILBANK, TWEED, HADLEY & MCCLOY LLP

1 CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005-1413

212-530-5000

FAX: 212-530-5219

MUNICH

49-89-25559-3600

FAX: 49-89-25559-3700

FRANKFURT

49-69-7593-7170

FAX: 49-69-7593-8303

TOKYO

813-3504-1050

FAX: 813-3595-2790

HONG KONG

852-2971-4888

FAX: 852-2840-0792

SINGAPORE

65-6428-2400

FAX: 65-6428-2500

LOS ANGELES

213-892-4000

FAX: 213-629-5063

PALO ALTO

650-739-7000

FAX: 650-739-7100

WASHINGTON, D.C.

202-835-7500

FAX: 202-835-7586

LONDON

44-207-448-3000

FAX: 44-207-448-3029

MICHAEL M. MURRAY

PARTNER

DIRECT DIAL NUMBER

212-530-5424

FAX: 212-522-5424

February 7, 2007

VIA E-MAIL

Martin Pascual, Esq.
Shore Chan Bragalone LLP
325 N. St. Paul Street
Suite 4450
Dallas, Texas 75201

Re: Fujitsu v. Nanya, Civil Case Nos. 06-06613 and 06-00025

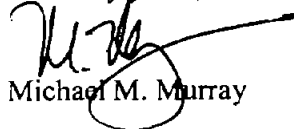
Dear Martin:

The revised definition of "dynamic memory chip" contained in your letter of February 6, 2007 is far broader than the definition contained in the original document requests. For example, you have now broadened the request to include all "memory" and not just DRAM. Accordingly, we do not accept this definition as a clarification of the original request.

However, we will agree, in this instance only, to treat the term "dynamic memory chip" in the original request as follows: "any and all computer chips that include Dynamic Random Access Memory". In other words, while your original definition was limited to "computer memory chips" we will agree to treat it as more generally covering "computer chips" that are or include DRAM.

Concerning the protective order issues, we await your revised language to section 11 (Retention of Confidential Materials). After we receive that language we will send you a revised version.

Sincerely yours,



Michael M. Murray

MMM:smm

cc: Christopher E. Chalsen, Esq.

NY2:#4727430v1

EXHIBIT C

From: Michael Shore [mailto:mshore@ShoreChan.com]

Sent: Wednesday, February 07, 2007 4:20 PM

To: Murray, Michael; Martin Pascual

Cc: Alfonso G Chan; dbenjamin@calvoclarck.com; rjacob@calvoclarck.com; Joseph Razzano; junpingco@ualawguam.com; Ruth Lee; Mary Henry; Justin Kimble; Chalsen, Christopher; Kass, Lawrence

Subject: RE: Nanya v. Fujitsu

As long as ALL versions of DRAM are included, this is acceptable and appreciated.

EXHIBIT D

SHORECHAN BRAGALONE_{LLP}

Martin Pascual
325 N. St. Paul Street, Suite 4450
Dallas, Texas 75201
214-593-9118 Telephone
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mpascual@shorechan.com

February 7, 2007

VIA EMAIL

Michael Murray, Esq.
Milbank, Tweed, Hadley & McCloy, LLP
1 Chase Manhattan Plaza
New York, NY 10005

Re: *Nanya Technology Corp., et al. v. Fujitsu Limited, et al.*
(No. 06-CV-00025, in the U.S. District Court, District of Guam)

Dear Michael:

In response to your letter of today regarding the definition of "Dynamic Random Access Memory" or "DRAM", we understand DRAM to include any type of memory that is dynamically refreshed (such as DDR2, DDR3 and any other memory that has refreshing circuitry).

Concerning the revised language to section 11 (Retention of Confidential Materials) of the proposed protective order, we will get those materials to you shortly.

Regards,



Martin Pascual

cc: Christopher Chalsen (via email)
Daniel Benjamin (via email)
Rodney Jacob (via email)
Joseph Razzano (via email)
Judge John Unpingco (via email)

EXHIBIT E

From: Murray, Michael

Sent: Thursday, February 08, 2007 2:48 PM

To: 'Martin Pascual'

Cc: 'Michael Shore'; 'Alfonso G Chan'; 'dbenjamin@calvodark.com'; 'rjacob@calvoclarck.com'; 'Joseph Razzano'; 'junpingco@ualawguam.com'; 'Ruth Lee'; 'Mary Henry'; 'Justin Kimble'; Chalsen, Christopher; Kass, Lawrence

Subject: RE: Nanya v. Fujitsu

Dear Martin,

Thank you for your letter and your understanding of the term "DRAM". As your original document requests did not include any definition whatsoever of DRAM, we do not agree to allow you to insert one at this date.

Regards,

Mike

EXHIBIT F

SHORECHAN BRAGALONE_{LLP}

Ruth E. Lee
325 N. St. Paul Street, Suite 4450
Dallas, Texas 75201
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rlee@shorechan.com

February 9, 2007

VIA FACSIMILE AND U.S. MAIL

Rodney J. Jacob, Esq.
Daniel M. Benjamin, Esq.
Calvo & Clark
655 South Marine Corps. Drive, Suite 202
Tamuning, Guam 96913

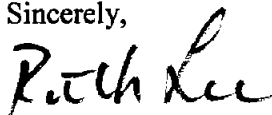
Christopher Chalsen, Esq.
Michael Murray, Esq.
Lawrence T. Kass, Esq.
Milbank, Tweed, Hadley & McCloy, LLP
1 Chase Manhattan Plaza
New York, NY 10005

Re: *Nanya Technology Corp., et al. v. Fujitsu Limited, et al.*
(No. 06-CV-00025, in the U.S. District Court, District of Guam)

Dear Counsel:

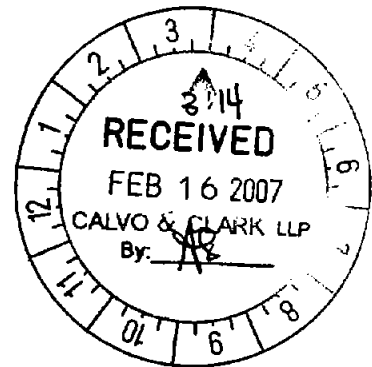
Enclosed please find Plaintiffs' Second Set of Jurisdictional Requests for Production to Defendant Fujitsu Limited, and Plaintiffs' Second Set of Jurisdictional Requests for Production to Defendant Fujitsu Microelectronics America, Inc.

Sincerely,



Ruth Lee

Enclosures



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214.593.9111 Facsimile

ATTORNEYS FOR PLAINTIFFS

Nanya Technology Corp. and

Nanya Technology Corp. U.S.A.

UNITED STATES DISTRICT COURT

DISTRICT OF GUAM

NANYA TECHNOLOGY CORP. and
NANYA TECHNOLOGY CORP. U.S.A.,

Plaintiffs,

v.

FUJITSU LIMITED and FUJITSU
MICROELECTRONICS AMERICA, INC.,

Defendants.

Case No. CV-06-00025

**PLAINTIFFS' SECOND SET OF
JURISDICTIONAL REQUESTS FOR
PRODUCTION TO DEFENDANT
FUJITSU MICROELECTRONICS
AMERICA, INC.**

TO: Defendant Fujitsu Microelectronics America, Inc., by and through its attorneys of record, Rodney J. Jacob and Daniel M. Benjamin, Calvo & Clark, LLP, 655 South Marine Corps Drive, Suite 202, Tamuning, Guam 96913, and Christopher E. Chalsen, Michael M. Murray and Lawrence T. Kass, Milbank Tweed Hadley & McCloy, LLP, 1 Chase Manhattan Plaza, New York, New York 10005

Pursuant to Federal Rules of Civil Procedure 34, Plaintiffs Nanya Technology Corp. and Nanya Technology Corp. U.S.A. ("PLAINTIFFS") request that Defendant Fujitsu Microelectronics America,

1 Inc. ("DEFENDANT" or "Fujitsu") produce and permit Plaintiffs' attorneys to inspect and to copy
2 each of the following documents belonging to or in the possession of Defendant within thirty (30) days
3 of service of these requests.

4 These requests shall be deemed to be continuing and any additional information or documents
5 relating in any way to these requests that you acquire subsequent to the date of answering these
6 requests and up to and including the time of trial shall be furnished, promptly after such information or
7 documents are acquired, as supplemental responses to these requests.
8

9 DEFINITIONS

10 1. "Documents" mean the original and any non-identical copy of all "writings,"
11 "recordings" and "photographs" as those terms are defined in the FRCP including, but not limited to
12 letters, facsimile communications, electronic mail ("e-mail") communications, telegraphs, cablegrams,
13 telexes, memoranda, notes, records, reports, studies, calendars, diaries, agenda, minutes, books,
14 pamphlets, periodicals, newspaper clippings, graphs, index, charts, tabulations, statistical
15 accumulations, ledgers, financial statements, accounting entries, press releases, contracts, affidavits,
16 transcripts, legal documents, records of meetings and conferences, records of conversations and
17 telephone calls, still photographs, video tapes, motion pictures, tape recordings, microfilm, punch
18 cards, programs, printouts, and the written information necessary to understand and use such films and
19 records.
20

21 2. A document "related to" or that "relates to" any given subject means any document that
22 in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is
23 in any way pertinent to that subject, including without limitation, document concerning the preparation
24 of other documents.
25

26 3. The pronoun "you" refers to each Defendant and the party answering this Request for
27 Production, their agents and representatives.
28

1 4. "Plaintiff" and "Plaintiffs" includes Nanya Technology Corp. and Nanya Technology
2 Corp. U.S.A., all its subsidiaries, parents and affiliates, and all officers, directors, employees, agents,
3 and any other person acting on its behalf.

4 5. "Defendant" includes Fujitsu Microelectronics America, Inc. and all its subsidiaries,
5 parents (including but not limited to Fujitsu Limited), and affiliates and all officers, directors,
6 employees, agents, and any other person acting on their behalf.

7 6. "Communication" is any and all means for transmitting information in the form of facts,
8 ideas, inquiries or otherwise.

9 7. "Identify" means to give, to the extent known, the person's full name, present or last
10 known address, and when referring to a natural person, additionally, the present or last known place of
11 employment and employment title. Once a person has been identified in accordance with this
12 definition, only the name of that person need be listed in response to subsequent requests requiring the
13 identification of that person.

14 8. "Person" is defined as any natural person or any business, legal or governmental entity
15 or association.

16 9. "Concerning" means relating to, inferring to, describing, evidencing, or constituting.

17 10. The conjunctions "and" and "or" shall be construed either disjunctively or
18 conjunctively, as necessary to bring within the scope of the request all responses that might otherwise
19 be construed to be outside its scope.

20 11. The terms "infringe", "infringes", "infringed", "infringement", "directly infringes",
21 "contributes to the infringement", and "induces the infringement" are to be understood in accordance
22 with 35 U.S.C. § 271.

1 12. The terms "ACCUSED DEVICE" or "ACCUSED DEVICES" refer to the following
2 parts or devices:

- 3 (a) Fujitsu "FR" series of 32 bit RISC microcontrollers (including but not limited to
4 part numbers MB91F133A, MB91191R/F191A, MB911912/F192, MB91101A,
5 MB91107, MB91108, MB91121, MB91F127, MB91F128, MB91133,
6 MB91F133, MB91154, MB91F154, MB91155, MB91F155, MB91F158,
7 MB91F362GB, MB91F365GB, MB91F366GA/GB, MB91F367G/GB,
8 MB91F368GB, MB91F369GA, MB91301, MB91305, MB91307B, MB91307R,
9 MB91F312A, MB91F318A, MB91FV319A, MB91352A, MB91353A/F353A,
10 MB91354A, MB91355A, MB91F355A, MB91232L, MB91233L, MB91F233,
11 MB91F233L, MB91263B, MB91F264B, MB91266, MB91F267, MB91F272,
12 MB91F477, MB91F478, MB91401, MB91402, and MB91403);
- 13 (b) Fujitsu "M-2" series, *a.k.a.* "Millennia-2 Mobile," and "SPARClite," *a.k.a.*
14 "MB8683X" series of camera processors (including but not limited to part
15 numbers MB91188, MB91188A, MB91189, MB91392, MB86831, MB86941,
16 MB86942); and
- 17 (c) Fujitsu "MB91360G" Series of 32 bit RISC microcontrollers with CAN
18 interface (including but not limited to part numbers MB91F362GAPFVS,
19 MB91F362GA, MB91F365GB, MB91F366GB, MB91F367GB, MB91F368GB,
20 and MB91F369GA).

21 13. The terms "similar device" or "similar devices" are defined as any and all devices,
22 products, and tangible things made or designed by Fujitsu using the same or similar structure for any
23 memory component thereof, including but not limited to, microcontrollers, processors, micro control
24 units ("MCUs"), graphic control units, sensors, and integrated circuits.

25 14. The term "biometric sensors" refers to the models MBF200, SBF200, DKF200,
26 MBF310, and/or MBF320.

27 15. The term "WiMax" is defined as any device complying with or purporting to comply
28 with the *IEEE 802.16* standard.

 16. The term "MEMS" or "Micro-Electro-Mechanical Systems" is defined as a device
having an integration of mechanical elements, sensors, actuators, and electronics on a common silicon
substrate through microfabrication technology.

16. The term "FlexRay" refers to the high-speed serial communication system using point-to-point links over unshielded or shielded pair cable known as the FlexRay standard.

17. The term "MOST" or "Media Oriented System Transport" refers to the Multimedia Car Infotainment system available in automobiles.

18. The term "CAN" or "Controller-Area-Network" refers to network devices that permit the various electronic components in an automobile to communicate with each other using a common framework.

INSTRUCTIONS

1. Under Rule 34 of the Federal Rules of Civil Procedure, Defendant is required to produce the documents as they are kept in the usual course of business or to organize and label them to correspond with the categories of this request. Accordingly, whenever a document or group of documents is taken out of a file folder, file drawer, file box, or notebook, before the same is produced, Plaintiffs request Defendant to attach thereto a copy of the label on the file folder, file drawer, file box, or notebook from which the document or group of documents was removed. Defendant shall also provide an index of all documents produced.

2. If you are aware of any document otherwise responsive to these requests, which document is no longer in your custody or control, identify the name and title of the author, the name and title of the addressee, the date of the document, the subject matter of documents, the last date on which the document was in your control, the person(s) or entity, if any, now in control of the document, the reasons for your disposition or release of the document, all persons who have knowledge of the circumstances surrounding its disposition, and state what knowledge each person has on which document was in your control, the person(s) or entity, if any, now in control of the document, the reasons for your disposition or release of the document, all persons who have knowledge of the circumstance surrounding its disposition, and state what knowledge each such person has.

1 3. Reference to the singular includes the plural and reference to the plural includes the
2 singular.

3 4. All claims of privilege and refusal to produce documents based upon any other doctrine
4 (such as the attorney-work product doctrine, etc.) shall be made in conforming with the Guam Rules of
5 Civil Procedure and shall include the following information in your statement of the basis for any
6 document so withheld or redacted:

- 7
- 8 a. the date of the document;
 - 9 b. the number of pages, attachments, and appendices;
 - 10 c. the identity of its author, authors or preparers;
 - 11 d. the identity of each person who was sent, shown, blind, dash or carbon copied
12 on, or had custody of such documents; and
 - 13 e. subject matter of each such document, and in the case of any document relating
14 to or referring to a meeting or conversation, identification of such meeting or conversation.
- 15

16 5. If any document or tangible thing requested herein was at one time in existence, but has
17 been lost, discarded or destroyed, or otherwise is no longer available, identify such document or thing
18 as completely as possible, providing as much of the following information as possible:

- 19
- 20 a. the type of document or thing;
 - 21 b. its date;
 - 22 c. the date or approximate date it was lost, discarded, destroyed, or otherwise
23 became no longer available;
 - 24 d. the circumstances and manner in which it was lost, discarded, destroyed, or
25 otherwise became no longer available;
 - 26 e. the reason for, or reasons for, the disposing of the document;
- 27
- 28

1 f. the identity of all persons authorizing or having knowledge of the circumstances
2 surrounding the disposal of the document or things;

3 g. the identity of the person(s) who lost, discarded or destroyed the document or
4 thing; and

5 h. the identity of all persons having knowledge of the contents thereof.

6
7 6. Unless otherwise specified herein, this request calls for all documents generated,
8 prepared or received, or that refer to or relate to any events in the period from 1999 up to and including
9 the date of this request.

10 7. To the extent permitted by the Federal Rules of Civil Procedure, these requests shall be
11 deemed continuing so as to require prompt further and supplemental production if you locate or obtain
12 possession, custody or control of additional responsive documents at any time prior to trial.

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14 8. Plaintiffs reserve the right to request additional documents.
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REQUESTS FOR PRODUCTION

1
2 1. All documents listing any manufacturer or customer that has purchased a Fujitsu
3 ACCUSED DEVICE or similar device made by Fujitsu or bearing a Fujitsu trademark for use or
4 incorporation in any manufacturer's or customer's products from 1999 to the present.

5
6 2. All documents listing any product made by Fujitsu or other manufacturer or customer
7 that has used or incorporated a Fujitsu ACCUSED DEVICE or similar device made by Fujitsu or other
8 manufacturer or customer from 1999 to the present.

9 3. All documents listing any contract entered into within the last six years between
10 DEFENDANT and any manufacturer or customer involving a Fujitsu ACCUSED DEVICE or similar
11 device made by Fujitsu or other manufacturer or customer.

12
13 4. All documents listing any request made from 1999 to the present by any manufacturer
14 or customer for proposals from DEFENDANT to develop, manufacture, distribute, or otherwise
15 produce products employing any Fujitsu ACCUSED DEVICE or similar device made by Fujitsu or
16 other manufacturer or customer.

17 5. All documents listing any proposal from 1999 to the present by DEFENDANT to
18 develop, manufacture, distribute, or otherwise produce a Fujitsu ACCUSED DEVICE or similar
19 device for any manufacturer or customer.

20
21 6. All documents showing any product made by Fujitsu or other manufacturer or customer
22 with embedded RAM, MEMS, WiMax or other ACCUSED DEVICE or similar device made by
23 Fujitsu or bearing a Fujitsu trademark.

24 7. All documents showing any product made by Fujitsu or other manufacturer using a
25 biometric sensor made by Fujitsu or bearing a Fujitsu trademark.

26 8. All documents showing any product using a MEMS device made by Fujitsu or bearing a
27 Fujitsu trademark.
28

1 9. All documents showing contracts for sale of any MCUs, biometric sensors, or MEMS
2 devices.

3 10. All documents showing any customers for Fujitsu MCUs, biometric sensors, or MEMS
4 devices.

5 11. All documents showing design wins for any Fujitsu MCU or ACCUSED DEVICE or
6 similar device in any blood glucose measuring device.

7 12. All documents showing design wins for any Fujitsu display controller (whether accused
8 or not) in any automobile.

9 13. All documents showing design wins for Fujitsu FlexRay controllers or devices.

10 (a) All documents showing design wins for "MOST" controllers or devices.

11 (b) All documents showing design wins for "CAN" controllers or devices.

12 14. All documents showing supply of any part from Fujitsu (including subsidiaries) to any
13 manufacturer or customer (including but not limited to automobile manufacturers such as Honda,
14 Hyundai, BMW and any affiliated companies).

15 15. All documents related to any Fujitsu device having embedded RAM.

16 16. All documents identifying any product that incorporates any one or more of the
17 following parts or devices:

18 (a) Fujitsu "FR" series of 32 bit RISC microcontrollers (including but not limited to
19 part numbers MB91F133A, MB91191R/F191A, MB911912/F192, MB91101A,
20 MB91107, MB91108, MB91121, MB91F127, MB91F128, MB91133,
21 MB91F133, MB91154, MB91F154, MB91155, MB91F155, MB91F158,
22 MB91F362GB, MB91F365GB, MB91F366GA/GB, MB91F367G/GB,
23 MB91F368GB, MB91F369GA, MB91301, MB91305, MB91307B, MB91307R,
24 MB91F312A, MB91F318A, MB91FV319A, MB91352A, MB91353A/F353A,
25 MB91354A, MB91355A, MB91F355A, MB91232L, MB91233L, MB91F233,
26 MB91F233L, MB91263B, MB91F264B, MB91266, MB91F267, MB91F272,
27 MB91F477, MB91F478, MB91401, MB91402, and MB91403);

28 (b) Fujitsu "M-2" series, a.k.a. "Millennia-2 Mobile," "SPARC," and "SPARCLite,"
a.k.a. "MB8683X" series of camera processors (including but not limited to part

1 numbers MB91188, MB91188A, MB91189, MB91392, MB86831, MB86941,
2 MB86942); and

3 (c) Fujitsu "MB91360G" Series of 32 bit RISC microcontrollers with CAN
4 interface (including but not limited to part numbers MB91F362GAPFVS,
5 MB91F362GA, MB91F365GB, MB91F366GB, MB91F367GB, MB91F368GB,
6 and MB91F369GA).

7 17. All documents concerning the design of and sales of any product, including but not
8 limited to digital cameras, that incorporates Fujitsu ACCUSED DEVICES or similar devices made by
9 Fujitsu or bearing a Fujitsu trademark.

10 18. All communications between Fujitsu and any entity concerning the use of any Fujitsu
11 ACCUSED DEVICES or similar devices made by Fujitsu or bearing a Fujitsu trademark used in any
12 product, including but not limited to digital cameras, from 1999 to the present.

13 19. All documents showing sales of any product containing or employing Fujitsu
14 ACCUSED DEVICES in the United States, including specifically in the territory of Guam.

15 20. All documents showing sales of any product made by Fujitsu or other manufacturer
16 containing or employing Fujitsu ACCUSED DEVICES or similar devices to the Kmart Corporation.

17 21. All documents evidencing incorporation of Fujitsu ACCUSED DEVICES or similar
18 devices in any non-Fujitsu-branded or non-Fujitsu-trademarked product.

19 22. All documents showing shipments, sales, or marketing of products made by or bearing
20 the Fujitsu trademark or trade name to Guam.

21 23. All documents showing sales of any ACCUSED DEVICES or similar devices to cell
22 phone makers.

23 24. All documents showing sales of any ACCUSED DEVICES or similar devices to digital
24 video recorder makers.

25 25. All documents showing sales of any ACCUSED DEVICES or similar devices to digital
26 video camera makers.
27
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1 26. All documents showing sales of any ACCUSED DEVICES or similar devices to digital
2 video disk player makers.

3 27. All documents showing sales of any ACCUSED DEVICES or similar devices to set top
4 box makers.

5 28. All documents showing sales of any ACCUSED DEVICES or similar devices to printer
6 makers.

7 29. All documents showing sales of any ACCUSED DEVICES or similar devices to
8 network enabled device makers.

9 30. All documents showing sales of any ACCUSED DEVICES or similar devices to makers
10 of in-circuit emulators or development kits.

11 31. All documents showing sales of any ACCUSED DEVICES or similar devices to digital
12 camera makers.

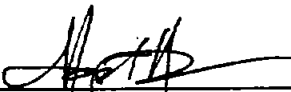
13 32. All documents showing sales of any ACCUSED DEVICES or similar devices to any
14 other manufacturer or customer not listed or identified in the preceding requests.

15 33. All documents covering the "SPARC" and "SPARClite" series of processors.

16 34. All documents concerning any product (including but not limited to digital cameras and
17 including but not limited to the following models of digital cameras: Canon (D30, D60, 10D, 20D),
18 Canon (1D, 1Ds Mark II), Canon Powershot (Sxxx, Axxx); Nikon D-SLRs (D2X, D2H, D100, D70),
19 Nikon Coolpix series and Sigma/Foveon (SD10, SD20)) made by Fujitsu or other manufacturer or
20 customer that has used or incorporated a Fujitsu ACCUSED DEVICE (including but not limited to the
21 "SPARC," "SPARClite" and other Fujitsu-related and Fujitsu-branded series of camera processors) or
22 similar device made by Fujitsu or other manufacturer or customer from 1999 to the present.
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1 Dated: February 9, 2007

SHORE CHAN BRAGALONE LLP

2
3 By: 
4 MARTIN PASCUAL, Esq.
(admitted *pro hac vice*)

5 ATTORNEYS FOR PLAINTIFFS
6 Nanya Technology Corp. and
7 Nanya Technology Corp. U.S.A.
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ATTORNEYS FOR PLAINTIFFS

Nanya Technology Corp. and

Nanya Technology Corp. U.S.A.

UNITED STATES DISTRICT COURT

DISTRICT OF GUAM

NANYA TECHNOLOGY CORP. and
NANYA TECHNOLOGY CORP. U.S.A.,

Plaintiffs,

v.

FUJITSU LIMITED and FUJITSU
MICROELECTRONICS AMERICA, INC.,

Defendants.

Case No. CV-06-00025

**PLAINTIFFS' SECOND SET OF
JURISDICTIONAL REQUESTS FOR
PRODUCTION TO DEFENDANT
FUJITSU LIMITED**

TO: Defendant Fujitsu Ltd., by and through its attorneys of record, Rodney J. Jacob and Daniel M. Benjamin, Calvo & Clark, LLP, 655 South Marine Corps Drive, Suite 202, Tamuning, Guam 96913, and Christopher E. Chalsen, Michael M. Murray and Lawrence T. Kass, Milbank Tweed Hadley & McCloy, LLP, 1 Chase Manhattan Plaza, New York, New York 10005

Pursuant to Federal Rules of Civil Procedure 34, Plaintiffs Nanya Technology Corp. and Nanya Technology Corp. U.S.A. ("PLAINTIFFS") request that Defendant Fujitsu Limited ("DEFENDANT" or "Fujitsu") produce and permit Plaintiffs' attorneys to inspect and to copy each of the following

1 documents belonging to or in the possession of Defendant within thirty (30) days of service of these
2 requests.

3 These requests shall be deemed to be continuing and any additional information or documents
4 relating in any way to these requests that you acquire subsequent to the date of answering these
5 requests and up to and including the time of trial shall be furnished, promptly after such information or
6 documents are acquired, as supplemental responses to these requests.

8 DEFINITIONS

9 1. "Documents" mean the original and any non-identical copy of all "writings,"
10 "recordings" and "photographs" as those terms are defined in the FRCP including, but not limited to
11 letters, facsimile communications, electronic mail ("e-mail") communications, telegraphs, cablegrams,
12 telexes, memoranda, notes, records, reports, studies, calendars, diaries, agenda, minutes, books,
13 pamphlets, periodicals, newspaper clippings, graphs, index, charts, tabulations, statistical
14 accumulations, ledgers, financial statements, accounting entries, press releases, contracts, affidavits,
15 transcripts, legal documents, records of meetings and conferences, records of conversations and
16 telephone calls, still photographs, video tapes, motion pictures, tape recordings, microfilm, punch
17 cards, programs, printouts, and the written information necessary to understand and use such films and
18 records.
19

20 2. A document "related to" or that "relates to" any given subject means any document that
21 in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is
22 in any way pertinent to that subject, including without limitation, document concerning the preparation
23 of other documents.
24

25 3. The pronoun "you" refers to each Defendant and the party answering this Request for
26 Production, their agents and representatives.
27
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1 4. "Plaintiff" and "Plaintiffs" includes Nanya Technology Corp. and Nanya Technology
2 Corp. U.S.A., all its subsidiaries, parents and affiliates, and all officers, directors, employees, agents,
3 and any other person acting on its behalf.

4 5. "Defendant" includes Fujitsu Limited and all its subsidiaries (including but not limited
5 to Fujitsu Microelectronics America, Inc.), parents, and affiliates and all officers, directors, employees,
6 agents, and any other person acting on their behalf.

7 6. "Communication" is any and all means for transmitting information in the form of facts,
8 ideas, inquiries or otherwise.

9 7. "Identify" means to give, to the extent known, the person's full name, present or last
10 known address, and when referring to a natural person, additionally, the present or last known place of
11 employment and employment title. Once a person has been identified in accordance with this
12 definition, only the name of that person need be listed in response to subsequent requests requiring the
13 identification of that person.

14 8. "Person" is defined as any natural person or any business, legal or governmental entity
15 or association.

16 9. "Concerning" means relating to, inferring to, describing, evidencing, or constituting.

17 10. The conjunctions "and" and "or" shall be construed either disjunctively or
18 conjunctively, as necessary to bring within the scope of the request all responses that might otherwise
19 be construed to be outside its scope.

20 11. The terms "infringe", "infringes", "infringed", "infringement", "directly infringes",
21 "contributes to the infringement", and "induces the infringement" are to be understood in accordance
22 with 35 U.S.C. § 271.

12. The terms "ACCUSED DEVICE" or "ACCUSED DEVICES" refer to the following parts or devices:

- (a) Fujitsu "FR" series of 32 bit RISC microcontrollers (including but not limited to part numbers MB91F133A, MB91191R/F191A, MB911912/F192, MB91101A, MB91107, MB91108, MB91121, MB91F127, MB91F128, MB91133, MB91F133, MB91154, MB91F154, MB91155, MB91F155, MB91F158, MB91F362GB, MB91F365GB, MB91F366GA/GB, MB91F367G/GB, MB91F368GB, MB91F369GA, MB91301, MB91305, MB91307B, MB91307R, MB91F312A, MB91F318A, MB91FV319A, MB91352A, MB91353A/F353A, MB91354A, MB91355A, MB91F355A, MB91232L, MB91233L, MB91F233, MB91F233L, MB91263B, MB91F264B, MB91266, MB91F267, MB91F272, MB91F477, MB91F478, MB91401, MB91402, and MB91403);
- (b) Fujitsu "M-2" series, *a.k.a.* "Millennia-2 Mobile," and "SPARClite," *a.k.a.* "MB8683X" series of camera processors (including but not limited to part numbers MB91188, MB91188A, MB91189, MB91392, MB86831, MB86941, MB86942); and
- (c) Fujitsu "MB91360G" Series of 32 bit RISC microcontrollers with CAN interface (including but not limited to part numbers MB91F362GAPFVS, MB91F362GA, MB91F365GB, MB91F366GB, MB91F367GB, MB91F368GB, and MB91F369GA).

13. The terms "similar device" or "similar devices" are defined as any and all devices, products, and tangible things made or designed by Fujitsu using the same or similar structure for any memory component thereof, including but not limited to, microcontrollers, processors, micro control units ("MCUs"), graphic control units, sensors, and integrated circuits.

14. The term "biometric sensors" refers to the models MBF200, SBF200, DKF200, MBF310, and/or MBF320.

15. The term "WiMax" is defined as any device complying with or purporting to comply with the *IEEE 802.16* standard.

16. The term "MEMS" or "Micro-Electro-Mechanical Systems" is defined as a device having an integration of mechanical elements, sensors, actuators, and electronics on a common silicon substrate through microfabrication technology.

1 3. Reference to the singular includes the plural and reference to the plural includes the
2 singular.

3 4. All claims of privilege and refusal to produce documents based upon any other doctrine
4 (such as the attorney-work product doctrine, etc.) shall be made in conforming with the Guam Rules of
5 Civil Procedure and shall include the following information in your statement of the basis for any
6 document so withheld or redacted:

- 7
- 8 a. the date of the document;
 - 9 b. the number of pages, attachments, and appendices;
 - 10 c. the identity of its author, authors or preparers;
 - 11 d. the identity of each person who was sent, shown, blind, dash or carbon copied
12 on, or had custody of such documents; and
 - 13 e. subject matter of each such document, and in the case of any document relating
14 to or referring to a meeting or conversation, identification of such meeting or conversation.
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16 5. If any document or tangible thing requested herein was at one time in existence, but has
17 been lost, discarded or destroyed, or otherwise is no longer available, identify such document or thing
18 as completely as possible, providing as much of the following information as possible:

- 19
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23 became no longer available;
 - 24 d. the circumstances and manner in which it was lost, discarded, destroyed, or
25 otherwise became no longer available;
 - 26 e. the reason for, or reasons for, the disposing of the document;
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2 surrounding the disposal of the document or things;

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4 thing; and
5

6 h. the identity of all persons having knowledge of the contents thereof.

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8 prepared or received, or that refer to or relate to any events in the period from 1999 up to and including
9 the date of this request.

10 7. To the extent permitted by the Federal Rules of Civil Procedure, these requests shall be
11 deemed continuing so as to require prompt further and supplemental production if you locate or obtain
12 possession, custody or control of additional responsive documents at any time prior to trial.

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3 ACCUSED DEVICE or similar device made by Fujitsu or bearing a Fujitsu trademark for use or
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5

6 2. All documents listing any product made by Fujitsu or other manufacturer or customer
7 that has used or incorporated a Fujitsu ACCUSED DEVICE or similar device made by Fujitsu or other
8 manufacturer or customer from 1999 to the present.

9 3. All documents listing any contract entered into within the last six years between
10 DEFENDANT and any manufacturer or customer involving a Fujitsu ACCUSED DEVICE or similar
11 device made by Fujitsu or other manufacturer or customer.

12 4. All documents listing any request made from 1999 to the present by any manufacturer
13 or customer for proposals from DEFENDANT to develop, manufacture, distribute, or otherwise
14 produce products employing any Fujitsu ACCUSED DEVICE or similar device made by Fujitsu or
15 other manufacturer or customer.
16

17 5. All documents listing any proposal from 1999 to the present by DEFENDANT to
18 develop, manufacture, distribute, or otherwise produce a Fujitsu ACCUSED DEVICE or similar
19 device for any manufacturer or customer.
20

21 6. All documents showing any product made by Fujitsu or other manufacturer or customer
22 with embedded RAM, MEMS, WiMax or other ACCUSED DEVICE or similar device made by
23 Fujitsu or bearing a Fujitsu trademark.

24 7. All documents showing any product made by Fujitsu or other manufacturer using a
25 biometric sensor made by Fujitsu or bearing a Fujitsu trademark.

26 8. All documents showing any product using a MEMS device made by Fujitsu or bearing a
27 Fujitsu trademark.
28

1 9. All documents showing contracts for sale of any MCUs, biometric sensors, or MEMS
2 devices.

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4 devices.

5 11. All documents showing design wins for any Fujitsu MCU or ACCUSED DEVICE or
6 similar device in any blood glucose measuring device.

7 12. All documents showing design wins for any Fujitsu display controller (whether accused
8 or not) in any automobile.

9 13. All documents showing design wins for Fujitsu FlexRay controllers or devices.

10 (a) All documents showing design wins for "MOST" controllers or devices.

11 (b) All documents showing design wins for "CAN" controllers or devices.

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13 manufacturer or customer (including but not limited to automobile manufacturers such as Honda,
14 Hyundai, BMW and any affiliated companies).

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16 16. All documents identifying any product that incorporates any one or more of the
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19 part numbers MB91F133A, MB91191R/F191A, MB911912/F192, MB91101A,
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23 MB91F368GB, MB91F369GA, MB91301, MB91305, MB91307B, MB91307R,
24 MB91F312A, MB91F318A, MB91FV319A, MB91352A, MB91353A/F353A,
25 MB91354A, MB91355A, MB91F355A, MB91232L, MB91233L, MB91F233,
26 MB91F233L, MB91263B, MB91F264B, MB91266, MB91F267, MB91F272,
27 MB91F477, MB91F478, MB91401, MB91402, and MB91403);

28 (b) Fujitsu "M-2" series, a.k.a. "Millennia-2 Mobile," "SPARC," and "SPARClite,"
a.k.a. "MB8683X" series of camera processors (including but not limited to part

1 numbers MB91188, MB91188A, MB91189, MB91392, MB86831, MB86941,
2 MB86942); and

3 (c) Fujitsu "MB91360G" Series of 32 bit RISC microcontrollers with CAN
4 interface (including but not limited to part numbers MB91F362GAPFVS,
5 MB91F362GA, MB91F365GB, MB91F366GB, MB91F367GB, MB91F368GB,
6 and MB91F369GA).

7 17. All documents concerning the design of and sales of any product, including but not
8 limited to digital cameras, that incorporates Fujitsu ACCUSED DEVICES or similar devices made by
9 Fujitsu or bearing a Fujitsu trademark.

10 18. All communications between Fujitsu and any entity concerning the use of any Fujitsu
11 ACCUSED DEVICES or similar devices made by Fujitsu or bearing a Fujitsu trademark used in any
12 product, including but not limited to digital cameras, from 1999 to the present.

13 19. All documents showing sales of any product containing or employing Fujitsu
14 ACCUSED DEVICES in the United States, including specifically in the territory of Guam.

15 20. All documents showing sales of any product made by Fujitsu or other manufacturer
16 containing or employing Fujitsu ACCUSED DEVICES or similar devices to the Kmart Corporation.

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8 network enabled device makers.

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10 of in-circuit emulators or development kits.

11 31. All documents showing sales of any ACCUSED DEVICES or similar devices to digital
12 camera makers.


13 32. All documents showing sales of any ACCUSED DEVICES or similar devices to any
14 other manufacturer or customer not listed or identified in the preceding requests.

15 33. All documents covering the "SPARC" and "SPARClite" series of processors.

16 34. All documents concerning any product (including but not limited to digital cameras and
17 including but not limited to the following models of digital cameras: Canon (D30, D60, 10D, 20D),
18 Canon (1D, 1Ds Mark II), Canon Powershot (Sxxx, Axxx); Nikon D-SLRs (D2X, D2H, D100, D70),
19 Nikon Coolpix series and Sigma/Foveon (SD10, SD20)) made by Fujitsu or other manufacturer or
20 customer that has used or incorporated a Fujitsu ACCUSED DEVICE (including but not limited to the
21 "SPARC," "SPARClite" and other Fujitsu-related and Fujitsu-branded series of camera processors) or
22 similar device made by Fujitsu or other manufacturer or customer from 1999 to the present.
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2 Dated: February 9, 2007

SHORE CHAN BRAGALONE LLP

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4 By: 
5 Martin A. Pascual, Esq.
(admitted *pro hac vice*)

6 ATTORNEYS FOR PLAINTIFFS
7 Nanya Technology Corp. and
8 Nanya Technology Corp. U.S.A.
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